



महाराष्ट्र MAHARASHTRA

2019

VD 821986

**MARKETING AGREEMENT**

This Marketing Agreement is entered into on this day of 18<sup>th</sup> April, 2019

**By and Between,**

श्री. सी. टी. आंबेकर

(1) **RAJ OIL MILLS LTD.**, a Company incorporated under the Companies Act, 1956 having its office at 224, BELLASIS ROAD MUMBAI 400 008; (hereinafter referred to as the "**Client**" of the **ONE PART.**)

**AND**

(2) **The Flagship Advertising Pvt. Ltd.**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 25<sup>th</sup> Floor, Sunshine Tower, Plot No. 616, Senapati Bapat Marg, Dadar (West), Mumbai-400 013; (hereinafter referred to as the "**Agency**" of the **OTHER PART.**)

Client and Agency shall individually referred to as "**Party**" and collectively as "**Parties**"



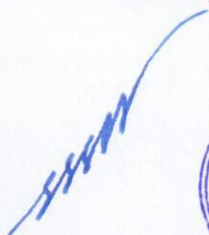
WHEREAS:

- A. Client has presently nominated Agency to undertake Advertising/Marketing services for below mentioned categories currently referred as (the "Project").
- i. HANDLING BRAND COMMUNICATION FOR 'RAJ OIL MILLS LTD' FOR ITS **BRANDS 'RAJ' AND 'GUINEA'**. (Inclusions and exclusions defined in Annexure 1 at the end of this document)
- B. The Agency is an advertising and communications company, covering most parts of the value chain connected to the creation and delivery of a creative communication strategy.
- C. The Client has conveyed to the Agency, its requirement for creating the advertising and communication strategy for its above brands.
- D. The Agency has represented that it has the necessary infrastructure and expertise in the area of marketing and advertising. The Agency has offered to provide the services of marketing and advertising on a retainer basis. This will be on a principal-to-principal basis on the terms and conditions more particularly set out hereunder:

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. INTERPRETATION:

- 1.1 The words and expressions used in this Agreement shall:
- a) where used in the singular or plural be deemed to also include the plural or singular number, respectively;
- b) where used in the masculine gender be deemed to include the feminine;
- 1.2 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement.
- 1.3 The term "Clause" refers to the specified clause of this Agreement.
- 1.4 Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.





2. TERM:

The Agreement shall remain in effect for a period of 12 months from the date of appointment of Agency in writing by the Client.

Start date: 18<sup>th</sup> of April, 2019.

End date: 17<sup>th</sup> of March, 2020.

3. SCOPE:

The Client hereby agrees to comply the scope of work for the said Project which are more particularly defined as per Annexure I at the end of this document. (hereinafter referred to as "**the scope**").

4. FEE STRUCTURE AND TIMELINE:

The payment of consideration made by the Client to the Agency for the scope mentioned in the Annexure I are more particularly described hereunder:

Creative Fees	Rs. 60,00,000/- Plus GST	For the assignment period of 12 months
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5. PAYMENT TERMS:

5.1 Once the agreement is signed the amount is to be paid as per following schedule:

Signing amount: Rs. 8,00,000/- plus GST

Month 2: Rs. 5,50,000/- plus GST payable on 25<sup>th</sup> May, 2019

Month 3: Rs. 5,50,000/- plus GST payable on 25<sup>th</sup> Jun, 2019

Month 4: Rs. 5,50,000/- plus GST payable on 25<sup>th</sup> Jul, 2019

Month 5: Rs. 5,50,000/- plus GST payable on 25<sup>th</sup> Aug, 2019

Month 6: Rs. 4,50,000/- plus GST payable on 25<sup>th</sup> Sep, 2019

Month 7: Rs. 4,50,000/- plus GST payable on 25<sup>th</sup> Oct, 2019

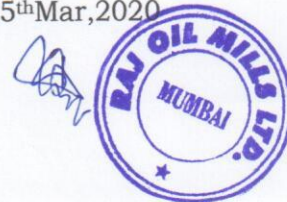
Month 8: Rs. 4,50,000/- plus GST payable on 25<sup>th</sup> Nov, 2019

Month 9: Rs. 4,50,000/- plus GST payable on 25<sup>th</sup> Dec, 2019

Month 10: Rs. 4,50,000/- plus GST payable on 25<sup>th</sup> Jan, 2020

Month 11: Rs. 4,50,000/- plus GST payable on 25<sup>th</sup> Feb, 2020

Month 12: Rs. 3,00,000/- plus GST payable on 25<sup>th</sup> Mar, 2020





- a. In case, if this agreement has to be extended, fees of Rs. 5,50,000/- plus GST, it will be charged per month towards the extension period.
- b. The Cheque shall be issued in favour of **"THE FLAGSHIP ADVERTISING PVT. LTD."**
- c. The advances or payments made are non-refundable and can't be adjusted against any other work without prior agreement or unless it is mutually decided and reduced into writing.

**5.2 Other Variable Costs:**

- a. The above cost made is to the extent of designing only.
- b. If the design requires photography, hiring of images, scanning, retouching, illustrations, rendering of floor plans / location maps, translation, etc. or hiring / outsourcing of any specialized external inputs cost will be additional and will be charged on the basis of net cost plus 17.65% Agency Commission.
- c. Artwork cost: Artworks are printable files that are generated after creative is approved. Cost for the same will be Rs. 3,500/- per artwork.
- d. If any member of the Agency staff has to travel in connection with the assignment out of Mumbai, the Client shall bear/reimburse travel expenses and pay the Service fee of Rs. 5,000/- for the staff, Rs. 7,500/- for supervisor/executive and Rs. 15,000/- for the director/per day (**applicable only in case overnight stay is required**) in addition to all the other expenses such as boarding, lodging, out-of-pocket expenses etc.





**6. GUIDELINES FOR WORK COMPLETION:**

- 6.1 All the communication should be written and not verbal made between the parties.
- 6.2 There will be one point contact for the briefing and co-ordination.
- 6.3 The briefs shall be approved by the final decision making authority before sharing it with the Agency.
- 6.4 Once any communication collateral is presented and design is approved, the Client should take the delivery within a maximum of 3-4 stages of iterations. Feedback should be consolidated from all the concerned from the Client's end so that the Agency can do the changes together and in a right spirit.

**7. OTHER TERMS:**

- 7.1. The overall terms and conditions of all Projects will be guided as per this Agreement.
- 7.2. This agreement may be extendable thereafter depending on the mutually agreed terms and conditions.
- 7.3. The Client to provide the necessary overview content for the Collateral. The overall development etc. to be done by the Agency.
- 7.4. The Agency and the Client shall ensure and be solely responsible for their respective compliances under applicable laws as they relate to its performance under this Agreement.





8. **RIGHTS IN INTELLECTUAL PROPERTY /COPYRIGHTS AND MATERIALS:**

- 8.1 The Client shall allow the Agency to showcase the approved work as a part of its portfolio as well as add a credit line to the work.
- 8.2 Once the work is approved and a design is chosen, other designs and / or alternatives presented will remain the property of the Agency.
- 8.3 The Client shall not reproduce or reuse or redevelop the unapproved ideas at any given point of time in future without the written consent and paying requisite fee towards these ideas of the Agency.
- 8.4 The Agency shall not use the designs and concepts approved by the Client for any other competitor brand.
- 8.5 The Royalty free images hired from stock libraries shall not be handed over to the Client.
- 8.6 All the intellectual property rights including Trade Marks and Copy Rights generated by the Agency on behalf of the Client shall vest with the Client. All the material provided by the client like product images, logos and other properties will not be used by the agency for any purpose other than the marketing and communication requirements of the client.
- 8.7 The Agency shall not retain any materials generated by the Agency after the contract period is over including the art-works, open files, formats, literature etc. It will be Client's responsibility to maintain and preserve such material from time to time.

*[Handwritten signature]*





9. **CONFIDENTIALITY:**

9.1. Both Parties agree that the information provided under this Agreement is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

10. **EXCEPTIONS:**

10.1. The restrictions set out in Clause 9 hereinabove shall not apply to any Confidential Information which:

- a) the receiving party can prove by documentary evidence produced to the disclosing party that such Confidential Information was already in the possession of the receiving party and at its free disposal before the disclosure hereunder to the receiving party;
- b) is hereafter disclosed to the receiving party without any obligations of confidence by a third party who has not derived it directly or indirectly from the disclosing party;
- a) is at the time of disclosure, already within public domain;
- b) the disclosing party agrees can be disclosed and has properly authorised the receiving party to do so;
- c) is independently developed by the receiving party;
- d) is or becomes available in writing to the receiving party from sources which to the receiving party's knowledge are under no obligation of confidentiality to the disclosing party; or
- e) is disclosed under any legal requirement or under any statutory or quasi-judicial act, regulation, policy or rules.





**11. NO WARRANTY:**

NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party.

**12. OBLIGATION:**

This Agreement does not create the legal status of partnership or joint venture between the parties or give rise to any obligation for any future business relationship.

**13. TERMINATION:**

- 13.1. In accordance with the terms of Clause 2 of this Agreement, this Agreement shall expire by efflux of time on Expiry Date.
- 13.2. Notwithstanding what is contained in Clause 13.1 hereinabove, the Client shall, during the Term of the Agreement, have the right to terminate this Agreement by giving to the Agency, a prior written notice of 30 days and hereinafter referred to as "**Notice Period for Termination**" expressing such termination, which termination shall become effective on the expiry of Notice Period of Termination and hereinafter referred to as "**Date of Termination**".
- 13.3. Upon expiry or termination of this Agreement, all arrangements, understandings and agreements incorporated in this Agreement shall cease to exist.
- 13.4. Upon expiry or termination of this agreement, the Agency shall promptly hand over to the Client all creative deliverables including work-in-progress, in their "as is where is" condition after receiving full and final financial settlement.



A handwritten signature in blue ink.



**15. MISCELLANEOUS:**

- 15.1 **Survival:** In the event of the Termination of this Agreement the Clauses entitled "Rights in Intellectual Property and Materials" and "Confidentiality" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.
- 15.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement executed by both Parties.
- 15.3 **Severability:** Each of the above restrictions is separate and severable from the other. Any provision which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 15.4 **Assignment:** The Agency shall not assign its rights or liabilities under this Agreement to any third party without the prior written consent of the Client.
- 15.5 **Compliance with Laws:** Both Parties agree to comply with all applicable laws and regulations as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.
- 15.6 **Force Majeure:** If either Party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, War like situations, terrorist attacks, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities, etc.), that Party will not be deemed to have defaulted under this Agreement. Each Party agrees to use all





reasonable efforts to enable performance under this Agreement to continue. On the happening of the Force Majeure circumstances, the Client shall not be liable to pay the monthly fee for such time the Force Majeure situation continues. Payments (if any) made in advance shall stand adjusted in the invoice for the subsequent month. However if the Force Majeure circumstances continues for a period of 30 (thirty) days then either Party shall be entitled to terminate this Agreement by giving to the other Party a written notice to that effect.

- 15.7 **Notice:** Any notice required to be served upon any either Party shall be sufficiently served if delivered to it by Registered A.D. Post or courier (with acknowledgement) at their respective addresses specified in Schedule I or at any other address as may be notified by the parties to each other.

**16. ARBITRATION:**

Any dispute or difference which may arise between the parties hereto as to performance or non-performance or terms of performance or termination, cancellation, abandonment, rescission of this Agreement and all other questions ancillary and incidental thereto shall be referred to Arbitration in accordance with the Arbitration & Conciliation Act, 1996. The Parties hereby agree that they shall mutually appoint a Sole Arbitrator in accordance with the provisions of the Arbitration & Conciliation Act 1996.

**17. GOVERNING LAW:**

This Agreement shall be governed only by law of Indian and courts at Mumbai shall have exclusive jurisdiction.





## 18. COUNTERPARTS:

This Agreement may be executed in several counterparts that together constitute one and the same Agreement. This Agreement either the original or copies including facsimile transmission of this agreement may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counter parts and all of which together constitute one and the same agreement.

**IN WITNESS** whereof the parties have executed this Agreement on the date first hereinabove written.

### SCHEDULE I

#### **SIGNED AND DELIVERED**

by the within named the **Client**

**RAJ OIL MILLS LTD.**

through its Authorized Signatories

**MR. SUFYAN ABDUL RAZAK MAKNOJIA**

in the presence of...

1. MA ATIQ

2. MR. TABREZ

#### **SIGNED AND DELIVERED**

by the within named **Agency**

**THE FLAGSHIP ADVERTISING PVT LTD.**

through its Authorized Signatory

**Mr. Sunil Mahadik (CMD)**

in the presence of...

1. Amar Kulkarni

2. Dharmesh Sodah





## ANNEXURE 1

Scope of Designing work covers:  
(BRANDS COVERED 'RAJ' AND 'GUINEA')

### 1. Strategic:

- A. Positioning for the two brands defined
- B. Creating product hierarchy for different products under these two brands
- C. Developing a design language for the both brands
- D. Tactical support (DM or any offer driven communication)

### 2. Design and creative

- A. ATL creative (print ads, outdoor, radio, TVC)
- B. BTL creative (posters, danglers, trade promotion flipcharts)
- C. Product packaging designs
- D. STANDEES

Tentative timeframes for collaterals after a clear brief and all dependencies are cleared from Client's end.

- Press ad: 10-12 working days
- Packaging design: 8-12 working days
- Poster design: 4-5 working days
- Hoarding design: 3-4 working days
- TVC script: 15-21 working days
- Radio script: 8-10 working days

Note:

Production costs wherever applicable are additional and will be charged under the purview of thesection OTHER VARIABLE COSTS mentioned in this contract.





जोड़पत्र-२ Annexure

फक्त प्रतिज्ञापनासाठी Only for Affidavit

मुद्रांक विकत घेणाऱ्याचे नाव \_\_\_\_\_

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता \_\_\_\_\_

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक \_\_\_\_\_ दिनांक \_\_\_\_\_

मुद्रांक विकत घेणाऱ्याची सही \_\_\_\_\_ परवानाधारक मुद्रांक विक्रेत्याची सही \_\_\_\_\_  
परवाना क्रमांक ८०००००९

मुद्रांक विक्रीचे नाव/पत्ता ज्योती पी.डूआ

६, कॉन्डाजी विल्डिंग नं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२

शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापन सादर करणेसाठी मुद्रांक  
कागदाची आवश्यकता नाही. (आसन आदेश दि. ०९/०७/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी  
केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

जोड़पत्र-२/ANNEXURE - II

मुद्रांक विक्री नोंद वही अनु. क्रमांक / दिनांक Serial No. / Date	1364
दस्तावेज प्रकार / अनुच्छेद क्रमांक (Nature of Document)	AGREEMENT
दस्त नोंदणी करणार आहेत का? Whether it is to be Registered)	Yes/No
मिळकतीचे थोडक्यात वर्णन. (Property Description in brief)	
प्रदाता विक्रेता/उपक्रयदार नाव व सही (Seller/Purchaser Name & Signatures)	
हस्ते असल्यास त्याचे नाव व पत्ता व सही If through other person then Name, Add. & Signature)	
दुसऱ्या पक्षकाराचे नांव (Name of the other Party)	Raj oil
मुद्रांक शुल्क रक्कम (Stamp Duty Amount)	
परवानाधारक मुद्रांक विक्रेत्याची सही JYOTI P. DOOA LSV No. 8000009 6, Kondaji Bldg. No. 3, Nr. Tata Hospital, Parel, Mumbai - 400 012.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.	

16 APR 2019

THE FLAGSHIP ADVERTISING PVT. LTD.  
25th Floor, 'Sunshine Tower', Plot No. 616,  
Senapati Bapat Marg, Dadar (W), Mumbai - 400 018  
Tel: +91-22-2439-6000 Fax: +91-22-2439-6000

MILLS LTD